Exhibit J #07

The Second <u>Settlement Agreement and General Release</u> in the Brown and Nelthrope Case

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this _1st_ day of November, 2007, by and between Gary Brown and Harold Nelthrope ("Plaintiffs"), on their behalf and on behalf of their spouses and Mayor Kwame Kilpatrick and the City of Detroit ("Defendants") on their own behalf and on behalf of their representatives, officers, agents and employees.

1.   **Non-Admission.** This Agreement does not constitute an admission by Defendants of any violation of any law or statute or negligence. The parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes as evidence of an admission of liability or wrongful conduct of any kind.

2.   **Litigation.** Plaintiff filed suit against Defendants in Wayne County Circuit Court, Case No. 03-317557-NZ, on June 2, 2003, alleging that Plaintiffs suffered personal injuries and lost wages as the result of Plaintiffs' discharges and other actions of Defendants (hereinafter the "Incidents"). Plaintiffs and Defendants desire to avoid the expense, inconvenience and distraction of further litigation, and to fully and finally resolve this litigation and any and all other claims or disputes, whether known or unknown, that have been made or could have been made by or on behalf of Plaintiffs or by or on behalf of their spouse or which could have been made by or on behalf of Defendants.

3.   **Consideration.** In consideration for entering into this Agreement and the mutual promises contained herein, Defendants agree to pay the sum of Eight Million Dollars ($8,000,000.00) by check in full and complete settlement of this matter. upon execution of this Agreement and a dismissal with prejudice.

4.   **Withdrawal of Claims.** Upon receipt of the payment specified in paragraph three above, Plaintiff shall sign and file with the Court a stipulation of dismissal with prejudice of the pending lawsuit. Plaintiff also agrees to withdraw any other claims, charges, or complaints that Plaintiff has initiated or that others have initiated on Plaintiff's behalf against Defendants, if any.

5.   **Payment of Applicable Taxes.** Plaintiffs are and shall be solely responsible for all federal, state and local taxes that may be owed by each of the Plaintiffs by virtue of the receipt of any portion of the monetary payments provided under this Agreement. Each of the Plaintiffs agrees to indemnify and hold the Defendants harmless from any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to him under this Agreement.

6.   **Warranties and Representations.** Plaintiffs represent and warrant to Defendants the following:

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a.   Plaintiffs have not relied upon any representations, express or implied, made by Defendants or any of its representatives, as to the legal and/or tax consequences of this Agreement.

b.   Plaintiffs have relied upon the advice of their attorney, Michael L. Stefani, have read this Agreement completely, have discussed it with their attorney and fully understand it and accept the terms thereof.

c.   The terms of this Agreement are the result of arms length, good faith negotiation and compromise of disputed claims and Plaintiffs recognize that they do not constitute an admission of liability or the acceptance of responsibility by Defendants for Plaintiffs' alleged injuries, lost wages, and fringe benefits.

d.   The terms of this Agreement may not be amended or modified except by express written agreement signed by Plaintiffs and the Defendants.

e.   No other charge, action or claim is pending on Plaintiffs' behalf related in any way to the Incident.

7.   **Mutual Waiver and Release of Claims.** For the considerations set forth in paragraph three above, each of the Plaintiffs on their behalf and on behalf of his spouse, their decedents, dependents, heirs, executors, administrators, assigns and successors, fully, finally and forever release and discharge the Defendants, their successors, assigns, representatives, officers, agents and employees, from any and all claims and rights of any kind that either Plaintiff may have whether now known or unknown, suspected or unsuspected, including, but not limited to those arising out of or in any way connected with the Incident, Plaintiffs' alleged injuries, the lost wages and fringe benefits, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed. Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of the date of this Agreement, whether known or unknown to the Plaintiffs, which relate in any way to the Incident, Plaintiffs' alleged injuries, lost wages and fringe benefits, or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed, including any claim for exacerbation or progression of the alleged injuries including those not known by Plaintiffs, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this Agreement. Plaintiffs further agree that each of them does and will accept the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as he may believe.

For the considerations set forth in paragraph three above, each of the Defendants on behalf of themselves, their heirs, successors, assigns, executors, representatives, officers, agents, and employees, forever release and discharge Plaintiffs, their heirs, executors, agents and attorneys, from any and all claims and rights of any kind that either Defendant may have, whether known or unknown, suspected or unsuspected, including but not limited to those arising out of or in any way connected with the Incident, including any discovery or investigation

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undertaken by the Plaintiffs, Plaintiffs' lawyers, investigators and employees of Plaintiffs' law firm or to any other matter or event occurring at any time prior to and including the date on which this Agreement is executed, including those not known by Defendants, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect Defendants' decision to enter into this Agreement. Defendants further agree that each of them does and will accept the terms and conditions of this Agreement as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than as either Defendant may believe.

9.   Indemnification. Plaintiffs agrees to indemnify and hold Defendants harmless in the event of a breach of this Agreement by one of the Plaintiffs and Defendants agree to indemnify and hold Plaintiffs harmless in the event of a breach of this Agreement by one of the Defendants against, without any limitation, any and all claims, damages, liabilities, costs, court costs, expenses (including reasonable actual attorney fees), causes of action or judgments based on, arising out of or in any way connected to any breach of this Agreement by the beaching party.
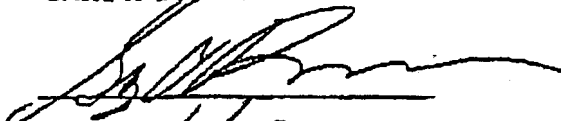
10.   Prevailing Party. Plaintiffs acknowledge that the Defendants are entering into this Agreement to avoid further expense of litigation and that neither Plaintiff nor Defendants shall be considered a prevailing party for any purpose.

11.   Entire Agreement. This Agreement contains the entire agreement and understanding between Plaintiffs and Defendants with respect to any and all disputes or claims that Plaintiffs have, or could have had, against Defendants as of the date this Agreement is executed, and supersedes all other agreements between Plaintiffs and Defendants with regard to such disputes or claims and may not be amended except in a writing signed by all of the parties.

12.   Severability. The invalidity of unenforceability of any portion of this Agreement shall not affect or impair the other portions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general release that is not invalid.

13.   Choice of Law. This Agreement is to be interpreted pursuant to the law of Michigan.

GARY A. BROWN

Date: ___11/1/07____

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Subscribed and sworn to before me on this *1st* day of *November*, 2007, by Gary A. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Michael R. Stefani
Notary Public

Oakland County,
My Commission Expires: *1·07·10*

HAROLD C. NELTHROPE

[signature]

Date: *11-01-07*

Subscribed and sworn to before me on this *1st* day of *November*, 2007, by Harold C. Nelthrope, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Michael R. Stefani
Notary Public

Oakland County,
My Commission Expires: *1.7.10*

(signatures continued on next page)

KWAME M. KILPATRICK

By: _[signature]_
Atty for Kilpatrick

Date: _12/5/07_

Subscribed and sworn to before me on this *5th* day of *December*, 2007, by Kwame M. Kilpatrick, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[signature]
Notary Public

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My Commission Expires:

CITY OF DETROIT

By: _____
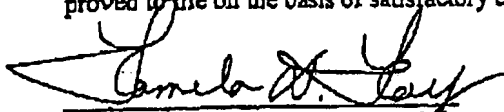
Its: Authorized Agent

Date: __12/5/07__

Subscribed and sworn to before me on this __5th__ day of __December__ 2007, by
_Wilson A. Copeland, II__, authorized agent for The City of Detroit, personally known to me or
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Notary Public
County,
My Commission Expires:
PAMELA D. RAY
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 30, 2010
ACTING IN COUNTY OF _Wayne_

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